SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO.

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			36C26026Q0643	06-04-2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Darien Justice		06-18-2026 10am PDT

9. ISSUED BY CODE 36C260

Network Contracting Office 20
ATTN: V4CONT
1601 E. Fourth Plain Blvd
Bldg.17, Suite B428
Vancouver WA 98661

10. THIS ACQUISITION IS

- [X] UNRESTRICTED OR
- [ ] SET ASIDE: _____ % FOR:
- [ ] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] EDWOSB
- [ ] 8(A)

NAICS: 561210

SIZE STANDARD: $47 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

- [ ] SEE SCHEDULE

12. DISCOUNT TERMS
Net 30

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING
N/A

14. METHOD OF SOLICITATION
- [X] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO CODE 668

Department of Veterans Affairs
Spokane VA Medical Center

4815 North Assembly Street
Spokane WA 99205

16. ADMINISTERED BY CODE 36C260

Network Contracting Office 20
ATTN: V4CONT
1601 E. Fourth Plain Blvd
Bldg.17, Suite B428
Vancouver WA 98661

17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____

TELEPHONE NO. UEI: EFT:

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE _____

Dept of Veterans Affairs
FMS-VA-2(101)
Financial Services Center
PO BOX 149971
Austin TX 78714-9971

PHONE: FAX:

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
- [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES See CONTINUATION Page	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Full service maintenance, inspection, testing, and emergency services on Government-Owned Vertical Transportation Equipment (VTEs) elevators at the Spokane VAMC - See PWS. Questions are due by 6/11/2026 at 10am Pacific Time. Vendors shall thoroughly review page 42 for submission requirements. Failure to comply with submission requirements may result in a submission being considered ineligible for award. Quotes shall be submitted via email to darien.justice@va.gov There are a total of 6 elevators to be serviced which are listed below. Elevators P1, P2, and S3 are due to be re-modeled during the performance of this contract. During t re-modeling period of these three elevators services will no be required. The awardee shall only bill for months in which services are rendered. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

- [ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

- [ ] 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | 30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) | 31c. DATE SIGNED

Table of Contents

SECTION A 1

A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES 1

SECTION B - CONTINUATION OF SF 1449 BLOCKS 3

B.1 CONTRACT ADMINISTRATION DATA 3
B.2 PRICE/COST SCHEDULE 4
ITEM INFORMATION 4
B.3 PERFORMANCE WORK STATEMENT 11

SECTION C - CONTRACT CLAUSES 23

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023) (DEVIATION OCT 2025) 23
C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) 28
C.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) 29
C.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) 30
C.5 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION APR 2026) 30
C.6 SUPPLEMENTAL INSURANCE REQUIREMENTS 31
C.7 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025) (DEVIATION) 31

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS 42

SECTION E - SOLICITATION PROVISIONS 43

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023) (DEVIATION OCT 2025) 43
E.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) 44
E.3 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021) (DEVIATION OCT 2025) 45
E.4 52.225-6 TRADE AGREEMENTS CERTIFICATE (FEB 2021) 46
E.5 52.233-2 SERVICE OF PROTEST (SEP 2006) 46
E.6 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (NOV 2025) (DEVIATION) 47

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C260
Network Contracting Office 20
ATTN: V4CONT
1601 E. Fourth Plain Blvd
Bldg.17, Suite B428
Vancouver WA 98661

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

[] 52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or
[X] 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []

b. Semi-Annually []

c. Other [X] Monthly upon completion of services

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE

B.2 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Elevator maintenance and inspection services in accordance with the performance work statement. Elevator P1, S/N: 3198-1 Building 1 Contract Period: Base PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and Rebuilding of Equipment - Materials Handling Equipment	12.00	MO	_____	_____
0002	Elevator maintenance and inspection services in accordance with the performance work statement. Elevator P2, S/N: 3198-2 Building 1 Contract Period: Base PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and Rebuilding of Equipment - Materials Handling Equipment	12.00	MO	_____	_____
0003	Elevator maintenance and inspection services in accordance with the performance work statement. Elevator S3, S/N: 3199 Building 1 Contract Period: Base PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and Rebuilding of Equipment - Materials Handling Equipment	12.00	MO	_____	_____
0004	Elevator maintenance and inspection services in accordance with the performance work statement. Elevator 1, S/N: CP-PHD-903-62 Building 27 Contract Period: Base PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and Rebuilding of Equipment - Materials Handling Equipment	12.00	MO	_____	_____
0005	Elevator maintenance and inspection services in accordance with the performance work statement. Elevator 1, S/N: 811141 Building 40 Contract Period: Base PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and	12.00	MO	_____	_____

	Rebuilding of Equipment - Materials Handling Equipment				
0006	Elevator maintenance and inspection services in accordance with the performance work statement. Elevator Pharmacy, S/N: EBL768 Building 1 Pharmacy Contract Period: Base PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and Rebuilding of Equipment - Materials Handling Equipment	12.00	MO	_____	_____
0007	Labor rate for work performed that is not included in the weekly and semi-annual contract requirements. Rate is hourly and hours are estimated on annual basis. Contract Period: Base PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and Rebuilding of Equipment - Materials Handling Equipment	60.00	HR	_____	_____
0008	Labor rate for emergency calls requiring overtime performed that is not included in the weekly and rate is hourly and hours are estimated on annual basis. Contract Period: Base PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and Rebuilding of Equipment - Materials Handling Equipment	60.00	HR	_____	_____
1001	Elevator maintenance and inspection services in accordance with the performance work statement. Elevator P1, S/N: 3198-1 Building 1 Contract Period: Option 1 PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and Rebuilding of Equipment - Materials Handling Equipment	12.00	MO	_____	_____
1002	Elevator maintenance and inspection services in accordance with the performance work statement. Elevator P2, S/N: 3198-2 Building 1 Contract Period: Option 1 PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and Rebuilding of Equipment - Materials Handling Equipment	12.00	MO	_____	_____
1003	Elevator maintenance and inspection services in accordance with the performance work statement.	12.00	MO	_____	_____

	Elevator S3, S/N: 3199 Building 1 Contract Period: Option 1 PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and Rebuilding of Equipment - Materials Handling Equipment				
1004	Elevator maintenance and inspection services in accordance with the performance work statement. Elevator 1, S/N: CP-PHD-903-62 Building 27 Contract Period: Option 1 PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and Rebuilding of Equipment - Materials Handling Equipment	12.00	MO	_____	_____
1005	Elevator maintenance and inspection services in accordance with the performance work statement. Elevator 1, S/N: 811141 Building 40 Contract Period: Option 1 PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and Rebuilding of Equipment - Materials Handling Equipment	12.00	MO	_____	_____
1006	Elevator maintenance and inspection services in accordance with the performance work statement. Elevator Pharmacy, S/N: EBL768 Building 1 Pharmacy Contract Period: Option 1 PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and Rebuilding of Equipment - Materials Handling Equipment	12.00	MO	_____	_____
1007	Labor rate for work performed that is not included in the weekly and semi-annual contract requirements. Rate is hourly and hours are estimated on annual basis. Contract Period: Option 1 PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and Rebuilding of Equipment - Materials Handling Equipment	60.00	HR	_____	_____
1008	Labor rate for emergency calls requiring overtime performed that is not included in the weekly and rate is hourly and hours are estimated on annual basis. Contract Period: Option 1 PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and	60.00	HR	_____	_____

Rebuilding of Equipment - Materials Handling Equipment

2001	12.00	MO	_____	_____
	Elevator maintenance and inspection services in accordance with the performance work statement. Elevator P1, S/N: 3198-1 Building 1 Contract Period: Option 2 PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and Rebuilding of Equipment - Materials Handling Equipment			
2002	12.00	MO	_____	_____
	Elevator maintenance and inspection services in accordance with the performance work statement. Elevator P2, S/N: 3198-2 Building 1 Contract Period: Option 2 PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and Rebuilding of Equipment - Materials Handling Equipment			
2003	12.00	MO	_____	_____
	Elevator maintenance and inspection services in accordance with the performance work statement. Elevator S3, S/N: 3199 Building 1 Contract Period: Option 2 PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and Rebuilding of Equipment - Materials Handling Equipment			
2004	12.00	MO	_____	_____
	Elevator maintenance and inspection services in accordance with the performance work statement. Elevator 1, S/N: CP-PHD-903-62 Building 27 Contract Period: Option 2 PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and Rebuilding of Equipment - Materials Handling Equipment			
2005	12.00	MO	_____	_____
	Elevator maintenance and inspection services in accordance with the performance work statement. Elevator 1, S/N: 811141 Building 40 Contract Period: Option 2 PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and Rebuilding of Equipment - Materials Handling Equipment			
2006	12.00	MO	_____	_____

	Elevator maintenance and inspection services in accordance with the performance work statement. Elevator Pharmacy, S/N: EBL768 Building 1 Pharmacy Contract Period: Option 2 PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and Rebuilding of Equipment - Materials Handling Equipment				
2007	Labor rate for work performed that is not included in the weekly and semi-annual contract requirements. Rate is hourly and hours are estimated on annual basis. Contract Period: Option 2 PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and Rebuilding of Equipment - Materials Handling Equipment	60.00	HR	_____	_____
2008	Labor rate for emergency calls requiring overtime performed that is not included in the weekly and rate is hourly and hours are estimated on annual basis. Contract Period: Option 2 PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and Rebuilding of Equipment - Materials Handling Equipment	60.00	HR	_____	_____
3001	Elevator maintenance and inspection services in accordance with the performance work statement. Elevator P1, S/N: 3198-1 Building 1 Contract Period: Option 3 PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and Rebuilding of Equipment - Materials Handling Equipment	12.00	MO	_____	_____
3002	Elevator maintenance and inspection services in accordance with the performance work statement. Elevator P2, S/N: 3198-2 Building 1 Contract Period: Option 3 PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and Rebuilding of Equipment - Materials Handling Equipment	12.00	MO	_____	_____
3003	Elevator maintenance and inspection services in accordance with the performance work statement. Elevator S3, S/N: 3199 Building 1	12.00	MO	_____	_____

	Contract Period: Option 3 PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and Rebuilding of Equipment - Materials Handling Equipment				
3004	Elevator maintenance and inspection services in accordance with the performance work statement. Elevator 1, S/N: CP-PHD-903-62 Building 27 Contract Period: Option 3 PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and Rebuilding of Equipment - Materials Handling Equipment	12.00	MO	_____	_____
3005	Elevator maintenance and inspection services in accordance with the performance work statement. Elevator 1, S/N: 811141 Building 40 Contract Period: Option 3 PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and Rebuilding of Equipment - Materials Handling Equipment	12.00	MO	_____	_____
3006	Elevator maintenance and inspection services in accordance with the performance work statement. Elevator Pharmacy, S/N: EBL768 Building 1 Pharmacy Contract Period: Option 3 PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and Rebuilding of Equipment - Materials Handling Equipment	12.00	MO	_____	_____
3007	Labor rate for work performed that is not included in the weekly and semi-annual contract requirements. Rate is hourly and hours are estimated on annual basis. Contract Period: Option 3 PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and Rebuilding of Equipment - Materials Handling Equipment	60.00	HR	_____	_____
3008	Labor rate for emergency calls requiring overtime performed that is not included in the weekly and rate is hourly and hours are estimated on annual basis. Contract Period: Option 3 PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and Rebuilding of Equipment - Materials Handling Equipment	60.00	HR	_____	_____

4001	Elevator maintenance and inspection services in accordance with the performance work statement. Elevator P1, S/N: 3198-1 Building 1 Contract Period: Option 4 PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and Rebuilding of Equipment - Materials Handling Equipment	12.00	MO	_____	_____
4002	Elevator maintenance and inspection services in accordance with the performance work statement. Elevator P2, S/N: 3198-2 Building 1 Contract Period: Option 4 PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and Rebuilding of Equipment - Materials Handling Equipment	12.00	MO	_____	_____
4003	Elevator maintenance and inspection services in accordance with the performance work statement. Elevator S3, S/N: 3199 Building 1 Contract Period: Option 4 PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and Rebuilding of Equipment - Materials Handling Equipment	12.00	MO	_____	_____
4004	Elevator maintenance and inspection services in accordance with the performance work statement. Elevator 1, S/N: CP-PHD-903-62 Building 27 Contract Period: Option 4 PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and Rebuilding of Equipment - Materials Handling Equipment	12.00	MO	_____	_____
4005	Elevator maintenance and inspection services in accordance with the performance work statement. Elevator 1, S/N: 811141 Building 40 Contract Period: Option 4 PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and Rebuilding of Equipment - Materials Handling Equipment	12.00	MO	_____	_____
4006	Elevator maintenance and inspection services in accordance with the performance work statement.	12.00	MO	_____	_____

	Elevator Pharmacy, S/N: EBL768 Building 1 Pharmacy Contract Period: Option 4 PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and Rebuilding of Equipment - Materials Handling Equipment				
4007	Labor rate for work performed that is not included in the weekly and semi-annual contract requirements. Rate is hourly and hours are estimated on annual basis. Contract Period: Option 4 PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and Rebuilding of Equipment - Materials Handling Equipment	60.00	HR	_____	_____
4008	Labor rate for emergency calls requiring overtime performed that is not included in the weekly and rate is hourly and hours are estimated on annual basis. Contract Period: Option 4 PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: J039 - Maintenance, Repair, and Rebuilding of Equipment - Materials Handling Equipment	60.00	HR	_____	_____
				GRAND TOTAL	_____

B.3 PERFORMANCE WORK STATEMENT

SCOPE OF WORK

The Department of Veterans Affairs has a requirement for preventive maintenance and repairs to furnish all, supervision, labor, tools, materials, travel, parts and equipment to provide full service maintenance, inspection, testing and emergency, call back services on Government-Owned Vertical Transportation Equipment (VTEs) elevators at VA Medical center Spokane, 4815 N Assembly Street, Spokane, WA 99205 (VAMC). Routine repair work shall be immediate and/or continuous until out of service VTE(s) are restored to safe and reliable operating conditions. Routine repair work includes parts required for normal preventive maintenance. If repairs cannot be made immediately, the mechanic shall notify (preferably in writing) the Contract Officer Representative (COR) of the reason to include time and date the VTE is anticipated to be operational. Upon completion of repair the Contractor shall report completion by email to the COR. Contract is a base plus four optional years.

GENERAL

1.0 Full maintenance service, as defined in this solicitation, shall require the Contractor to assign a certified Journeyman certified elevator mechanics for regular and systematic inspection, cleaning, adjustment, lubrication, and repair of equipment. All work, as well as intervals of required preventative maintenance, and assistance with third party recurring

inspections shall be performed in accordance with terms and conditions of the contract under normal commercial practices, manufacturer guidelines and latest Federal, State, and Local codes as listed:

(1) ASME A17.1, Safety Code for Elevators and Escalators

(2) ASME A17.2, Inspectors, Manual for Elevators and Escalators

(3) ASME A17.3, Safety Code for Existing Elevators and Escalators

(4) NEIT, Vertical Transportation Standards for Elevators, Escalators and Dumbwaiters

(5) NFPA 70, National Electric Code.

(a) The following performance levels shall be maintained always:

(1) Contract speed and brake to brake flight time shall be maintained as originally installed and adjusted.

(2) Leveling accuracy shall be maintained always.

(3) Opening and closing times, door close torques of all cars shall always be maintained within the limits of ASME A17.1 Code with a minimum of stand open time consistent with traffic demands at each floor.

(4) Door reversal on all elevators equipped with mechanical safety shoes shall always be initiated with the stroke of the shoe. Ensure all electric eyes or door detectors are working always.

(5) Variable car and hall door opening times shall be maintained in accordance with original field adjustments. Deviations from this will not be permitted unless requested and/or approved by this COR.

(6) Maintain an adequate factor of safety, to equalize the tension on all hoisting ropes, repair and replace conductor cables and hoist way and machine room wiring.

(6) Upon satisfactory completion of this or subsequent readjustments, a computerized elevator analyzer or similar type event recorder shall be utilized to accurately record the hall waiting time at each landing and other data necessary to establish that the system is operating at peak efficiency. Results shall be submitted and be labeled as to floor, time, date and identification of all other data and shall be delivered together with an analysis of the tapes/disks to the COR.

(7) Unless otherwise specified or required by code, quarterly the Contractor shall clean hoist way including all equipment located in or moving through the hoist way, car top, car sling, safeties, appliances, pits, sill, door tracks and hangers.

(8) LAMP REPLACEMENT**:** Car top lights, pit lights, hoist way lights, floor signal lights and operational control lights are to be kept operational by the Contractor. Contractor shall check all lamps at the time of required inspection and immediately replace those found to be burned out. When Contractor personnel are on station, a list of

known inoperative lights will be posted in the boiler plant and the Contractor shall install new lamps before he leaves the station.

2.0 INSPECTIONS AND REPAIRS: The Contractor shall perform on-site preventive maintenance and intervening repair services for the equipment listed herein. Resident Mechanics shall furnish all necessary parts, tools, data tags, materials, and any additional human resources (Repair Team) to conduct the repair(s) in an efficient manner. The Contractor shall provide qualified repair crews to meet the downtime requirements contained herein. Accesses to machine rooms from buildings shall be kept closed and locked. Do not block open or leave rooms unattended. Emergency Car Top Exits: Car top access doors shall be kept closed and locked while elevators are in service and accessible to the public. Hot work: Contractor shall coordinate all permit work required for maintenance with Facilities Management Service and comply with all VA policies and procedures as well as obtain permits from the VA Safety Office. Lock-out Tag-out: The Contractor shall follow lock-out tag-out procedures to meet OSHA and VA requirements. Signage: Magnetic "*Elevator Out of Service*" signs shall be furnished and posted on each elevator at the basement and first floor levels during PM work or outages for repairs. The signs shall be professionally made with space to insert planned completion date, not handwritten or computer printed paper. All tests or inspections that require the elevator to be removed from normal operations shall be coordinated in advance with the COR.

2.1 MONTHLY FIREMAN RECALL TESTS: The Contractor shall conduct monthly fireman recall tests for all VTE except A20 for which it is not required. Tests shall be completed outside normal business hours. documentation shall be provided to the COR monthly. Take corrective action as necessary.

2.2 INSPECTIONS: The on-site Journeyman shall assist and accompany third party elevator safety inspector(s) during the semi-annual and annual elevator inspections and performance tests required by ASME A 17.1. These tests include the three-year load tests and the five-year tests. The tests will be performed under the direction of an appointed elevator inspector having area jurisdiction and appointed under separate contract by the VA. The on-site Contractor will furnish all labor and materials required to conduct the tests per the following:

(a) The Contractor shall be responsible for furnishing all necessary equipment, weights, labor, and means of transportation throughout the medical center to various locations, as directed by the inspector.

(b) Journeyman Elevator Mechanic (Non-resident mechanic) will operate elevator during inspection, complete safety code testing under the direction of the contract elevator inspector, and complete routine and periodic testing called for in the inspection contract under the direction of the Inspection Contractor.

(c) Once inspections are complete, documented discrepancies shall be presented to the Contracting Officer not later than 10 calendar days. The onsite Journeyman will be notified of repairs to be completed within 30 calendar days after receipt of inspection report.

(d) Services shall be performed by the Contractor in intervals specified in the American National Safety Standard Code for Elevator and Dumbwaiters Manual.

1) Car safety and rated load

2) Buffer acceptance test

3) Load and speed test

4) Plunger return test

5) Emergency light, telephone

(e) Never will any materials or equipment be stored in such a manner that would prevent the medical center staff from responding to patient emergencies. The Contractor will ensure all equipment or materials will not be impeded, block, or disrupt flow of traffic within the patient/staff corridors.

(f) During all tests, the on-site contract VTE resident will be presence and assist the elevator inspector. All tests will generally be performed between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday.

(g) The Contracting Officer or COR will notify the elevator maintenance Contractor of the dates the above tests will be performed within five (5) business days of receipt of notice that the inspection / test will be performed.

(h) The Contractor shall take corrective action including, if required, governor to be calibrated and sealed for proper tripping speed.

2.3 ANNUAL FIRE ALARM TESTING AND INSPECTIONS: The Contractor shall aid VA personnel or VA provided Contractor for conducting annual Fire Alarm Testing on elevator recall, shunt trips and associated detectors. This work shall take place outside normal business hours.

3.0 SERVICE MANUALS / TOOLS / EQUIPMENT: The VA medical center will not be responsible for providing tools, (test) equipment, laptops, service manuals or service diagnostic software to the Contractor. The Contractor shall obtain, or have on file, and make available to its service technician all operational and technical documentation (such as: operational and service manuals, schematics, and parts lists) and diagnostic equipment which are necessary to meet the performance requirements of this contract. The existing wiring diagrams are to remain property of the VA. The location and listing of the service data manuals, by name, and / or the manuals themselves shall be provided to the Contracting Officer upon request.

4.0 SUBMITTAL OF REPORTS: A check chart for each VTE in each machine room shall be plain sight. The check chart shall identify each elevator component, required maintenance or testing frequency as well as entries for completion. The chart shall be kept up to date always, initialed and dated by the Contractor's employee. An electronic written report will be submitted at the end of each week and immediately after each unscheduled visit to the COR prior to leaving the premises. The report shall identify full name of employee(s) performing work, date work performed, actual time started, and work time ended, each elevator serviced, the location, maintenance work performed, repairs needed, replacement part/s installed ordered and overall assessment of the elevator. If repairs require work over and above routine maintenance and

repair covered by this contract, the Contractor shall notify the VA COR for determining appropriate action/s. The Contractor shall notify the COR of all projected downtime.

5.0 EMERGENCY REPAIR SERVICE CALLS: The Contractor shall provide callback services 24 hours a day, 7 days a week, as follows: Callback service is defined as a request by an authorized Government representative, either during or after normal working hours, to correct any elevator problem or condition. Callbacks during normal working hours consist of responding to VA Medical center Spokane, 4815 N Assembly Street, Spokane, WA 99205 (VAMC) for elevator service calls to take corrective action at the site within 1 hour for passenger entrapment and 2 hours for all other service calls. Callbacks outside of normal working hours consist of responding to VA Medical center Spokane, 4815 N Assembly Street, Spokane, WA 99205 (VAMC) for elevator service calls to take corrective action at the site within 1 hour for passenger entrapment and 4 hours for all other service calls. Callbacks are not to take time away from preventive maintenance and other requirements required under this contract. Equipment malfunctions shall be corrected the same day that the service call is issued. If circumstances beyond the Contractor's control preclude resolution of the problem that day, the COR must be notified with an explanation of the delay and an assessment of the problem and a plan of action to effect repairs.

a. A service ticket for each service call will be signed by COR or designee. Service ticket shall identify the piece/part of equipment, description of problem, explanation of corrective measures taken, and the date and time the unit was returned to regular service. Service tickets for overtime or extra charge work must be signed and a copy left with the COR. Failure to do so will result in non-payment for extra charge work.

b. Emergency services or repairs authorized by the COR, occurring after the normal hours of operation, are accomplished at the overtime-hourly rates specified in the pricing schedule. The Medical Center will be responsible for the premium portion of the overtime rate only. All overtime service calls shall be handled by only one mechanic, unless approved in advance by the COR. If regular time work must be carried over and the Contractor wishes to continue to work beyond the Medical Center's normal hours of operation, authorization for overtime work must be obtained from the COR before proceeding.

c. Medical Center shall not be responsible for incidental charges including, but not limited to parking, tolls, mileage, phone, etc., on either straight time or overtime work.

d. The COR or designee shall notify the contractor by email after completion of each service call.

Contractors shall provide the name, location, and telephone number for three points of contact of which service calls are to be placed with. This information must be current throughout the duration of the contract. One of these officials shall be available seven days a week, 24 hours a day, including weekends and national holidays.

6.0 MATERIALS & PARTS:

a. Contractor shall furnish all lubricants, hydraulic fluids, cleaning supplies, and tools necessary to perform the required work included in this contract. Report any oil/fluid usage on each maintenance report.

b. Contractors shall keep an adequate supply of spare parts on site to ensure prompt preventative maintenance and repairs.

c. Contractor shall furnish and install or repair when and as necessary all new parts to include, but not limited to:

1. Machine, worm gear, thrust bearings, drive sheave, and drive sheave shaft bearings, brake pulley, brake coil, brake contact, brake linings and component parts.

2. Machine motor, motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings.

3. Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, both power and control that are located on the load side of the main shunt trip circuit breaker, contacts, leads, dashpots, time devices, computer devices, CRT devices, selector tape or wire and mechanical and electrical driving equipment.

4. Governor, governor ropes, governor sheave and shaft assembly, bearings, contacts, and governor jaws.

5. Deflector or secondary sheave, bearings, car and counterweight buffers, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight guide shoes including rollers or gibs.

6. Hostway door interlocks, hoist way door hangers, bottom door guides and auxiliary door closing devices.

7. Automatic power operated door operator, car door hanger, car door contact, door protective devices, load weighing equipment, car frame, car safety mechanism, platform, wood platform flooring, car guide shoes including gibs and rollers.

8. Car operating panel(s) and equipment, hall lanterns, hall buttons and signal devices.

9. Cab Lighting and cab convenience 120VAC duplex receptacle.

10. Where applicable to hydraulic elevators include cylinder head, plunger exposed surfaces, plunger gland and packing, pumps, exposed piping, fittings and flexible pipe connections, operating controls, check and relief valves, valves, gages and tanks.

11. All parts and materials shall be of the original manufacturer’s design and specification, or equal thereto. All lubricants shall be as recommended by the manufacturer.

1. Contractors shall provide and install, or repair as necessary all parts required to maintain elevators in proper working condition. Major components replaced shall be guaranteed against defect and /or failure for a period of one (1) year from date of the completed installation. All other components shall be guaranteed for a period of ninety (90) days. All

parts/ components installed shall be only new standard parts and shall have full versatility with presently installed equipment.

1. Contractor is responsible for all parts and labor required for regular maintenance and repairs required herein.
2. If repairs or replacement of parts are required due to damage from misuse, the Contractor is responsible for the first $3,000.00 for all parts and labor required for any repairs, per incident. If it is necessary to complete emergency repairs outside of normal business hours, the Contractor will be compensated at the agreed to overtime rate per contract. Parts will be billed at actual invoiced costs.
3. If it's necessary to complete a repair specifically excluded from this contract, the Contractor must receive authorization from the Contracting Officer or designee prior to installation. This work is subject to bid by other Contractors as well.
4. All defective parts that have been replaced become the property of the Contractor and shall be disposed of in accordance with all Local, State and Federal Laws.
5. Unless indicated elsewhere in this contract, the Contractor will not be responsible without additional payment to provide or replace floor coverings on the elevator car platform, repairs or replacement of the cab enclosure, hoist way enclosures, door frames and sills, machine room lighting or as may be recommended or directed by inspections firms, or by Federal, State, Municipal or other Government authorities when such work is outside normal maintenance requirements or the repair limits of this contract.

2. The Contractor shall furnish only new standard or exchanged replacement parts shall be of like technology and appropriate for use in a medical facility and meet the original equipment manufacturer specifications with non- proprietary parts.
3. Replacement parts incorporated into repair become the property of the Government. Replaced parts are to be disposed of by the Contractor after obtaining approval from the COR.
4. Parts replaced shall be itemized as monthly no-charge items on the Contractor's invoice and shall be identified by part number listed on the manufacturer's schematics or parts list.
5. Contractors shall provide related surplus parts equipment for each site.
6. The following parts and supply inventory reflect the minimum levels required to be maintained and available on site:

7.0 CONTRACTOR SUBMITTALS: Within 15 calendar days after notification of award, the Contractor shall submit two (2) copies of the Preventive Maintenance Procedure (which will be

used during the PM Services of this contract) including proposed dates when PMI's will be accomplished to the Contracting Officer. These procedures are required by the Government as a condition of the facility's Joint Commission Accreditation. In addition, the Contractor shall provide a copy of the Contractor's site-specific safety plan, PPE, and MSDS. These copies must be received before any invoice can be certified for payment.

Reports detailed in sections 4.0 and 8.4(d) will be required throughout performance of the contract.

7.1. SURVEILLANCE PROCEDURES.

a. The Contract Officer / Quality Assurance Evaluator (QAE) will evaluate the Contractor's performance quarterly against Performance Standards established in the contract/order. Evaluations will be to the extent practical to assure the contractor provides quality services IAW the requirements of the contract. Evaluations could be validation of contractor supplied performance data. In addition, evaluations can be used as analysis of Customer feedback for performance trends and validation that customer concerns are resolved in a timely manner.

b. If at any time the Contracting Officer /QAE receives indicators (e.g., valid customer complaints or notes Performance Standards are not being met) that the Contractor's performance is less than acceptable, the COR/QAE will investigate to determine if this is a one-time issue that has been promptly corrected, or if the discrepancy is systemic in nature. If the issue is determined to be an isolated occurrence, the Contracting Officer will continue with Quarterly Evaluations. If the issue is recurring and systemic in nature, the Contracting /QAE will perform more frequent evaluations.

c. The Contracting Officer /QAE will notify the Contractor each time an unacceptable observation has been recorded and ask the Contractor to correct the problem. The COR will record the contract requirement, the specific deficiency to the requirement, the date and time it was discovered, and have the Contractor initial the entry. The Contractor will be given two (2) working days after notification to correct the deficiency in accordance with requirements of the contract. Deficiencies that cannot be corrected within two working days will be reported to the Contracting Officer.

d. The Contracting Officer /QAE will re-examine services that were found to be deficient. Failure to complete corrective action will be reported immediately to the KO for further action.

e. Upon satisfactory completion of the work, the Contracting Officer/QAE will accept the services provided and authorize payment, by approving the Contractor's invoice in IPPS Workflow.

Once the quality control program is approved, careful application of the process and standards presented in the remainder of this document will ensure a robust quality assurance program.

Performance Objectives	SOW Paragraph	Performance Thresholds	Deduction Schedule
1. Preventive Maintenance: Elevators are fully operational.	1.1 - 1. 5	Elevators are operational 90% of the time.	10% of total monthly invoice

2. Submittal of Reports: Timely and accurate reports are delivered. (Sections 4.0, 7.0, 8.4)	1.6	95% of all reports are timely and accurate.	10% of total monthly invoice.
3. Repair Service Calls: Repairs are made in a timely manner; customers are informed of expected repair times. Response and repairs are made within the specified times.	2.1 - 2.2	95% of all repairs are timely.	10% of total monthly invoice.

Deductions will be applied per performance objective per month.

SUVEILLANCE: The COR will evaluate the performance objectives through periodic inspections during each service month. Deductions shall be made in accordance with QASP for each performance objective per month.

STANDARD: The contractor shall perform all work required in a satisfactory manner in accordance with the appropriate PWS paragraph. The COR shall not consider the services complete until all deficiencies have been corrected.

PROCEDURES: The COR will inspect all performance objectives at least monthly to ensure contractor compliance with the appropriate paragraphs of the PWS. The COR will record results of inspection noting the date and time of inspection. If the inspection indicates unacceptable performance, notify the contract manager or the contractor's Quality Control Inspector (QCI) of the deficiencies for correction. The Contractor shall be given two (2) hours after notification to correct the unacceptable performance, or the deficiencies are not corrected within the required time frame the COR shall notify the Contracting Officer for action.

7.2. SURVEILLANCE STANDARD.

The Performance Standard set forth in the PWS is the standard the Contractor must meet for services to be deemed acceptable. Generally, under commercial services contracts, the Government is relying on the Contractor’s assurances that the services conform to contract requirements. Consistent with FAR 52.212-4, Contract Terms and Conditions, (a) Inspection and Acceptance, the Contractor shall only tender for acceptance those services that conform to the requirements of the contract/order. The Government may require re-performance of nonconforming services with no increase in contract price. The Government reserves the right to refuse acceptance of nonconforming services. In no case shall the Government’s right to inspect services under the inspection provisions of the contract be prejudiced.

7.3 QUALITY CONTROL: Contractor shall develop and maintain a quality program to ensure maintenance and repair services are performed in accordance with the latest editions of ASME A17.1: Safety Code for Elevators and Escalators, ASME A17.2: Inspectors Manual for Elevators and Escalators, ASME A17.3: Safety Code for Existing Elevators and Escalators, NEIT: Vertical Transportation Standards for Elevators, Escalators and Dumbwaiters, NFPA: National Fire Protection Association Electric Codes, Uniform Building Code 70E (Personnel Protection), 72 (Fire Alarms), 101 (Life safety), OSHA, VA design, criteria and construction specifications.

a. The Contractor shall develop and implement procedures to identify and prevent defective services from recurring. As a minimum, the Contractor shall develop quality assurance surveillance plan (QASP) that address the VTE covered under this contract.

b. Quality Assurance Evaluator (QAE) surveillance shall be required to assist the COR/Contracting Officer and provide technical oversight of the Contractor's performance. The QAE's primary duty is to monitor the Contractor's performance by physically checking to see that tasks are completed, reports are submitted, and desired outcomes are achieved. When a surveillance observation results in an unacceptable evaluation, the QAE will report the unacceptable performance to the COR. The QAE is not authorized to direct work, offer advice on how the work should be performed, change the contract, or in any way obligate payment of funds by the Government.

c. The contractor shall provide a simplified method of surveillance used by the Government to evaluate contractor performance by way of periodic assessments of service and customer feedback.

7.4 CONTRACTOR PERSONNEL

(a) The Government reserves the right to accept or reject Contractor's staff for the rendering of services. Complaints concerning Contract Personnel's performance or conduct will be dealt with by the Contractor, Contracting Officer's Representative (COR), with the final decision being made by the Contracting Officer.

8.1 **PERSONNEL ASSIGNMENTS:** It is the responsibility of the Contractor to determine and assign the appropriate quantity and type of personnel to affect repairs, upgrades, modifications and/or maintenance, however, the Government reserves the right to accept or reject said assignment. Issues concerning acceptability will be dealt with by the Contractor and the Contracting Officer's Technical Representative (COR) with the final decision being made by the Contracting Officer. Contractor shall also specify and outline the duties of the mechanic and any assigned helper (for example, who replaces motors, pumps, units, and packing).

(a) Approval of the elevator Contractor will be contingent upon his being able to provide a permanent and satisfactory maintenance service branch, which shall render services within one hour of receipt of notification. Elevator Contractor shall submit the names and addresses of his authorized branch or service department which will render services to the installations, together with certification that the quantity and quality of replacement parts stock on hand is sufficient to guarantee continued operation of the elevator installation.

8.2 CONTRACTOR QUALIFICATIONS: Approval by the Contracting Officer is required of products or services of proposed manufacturer, suppliers and mechanics and will be contingent upon submission by Contractor of a certificate stating the following:

(a) Elevator Contractor is currently and regularly engaged in maintenance and repair of elevator equipment as one of its principal services and has mechanical personnel and facilities to maintain and repair elevator equipment specified herein, and the capability of meeting the time requirements specified herein.

(b) Contractor shall not substitute/replace resident mechanic without reasonable notification to the Contracting Officer or COR, and written approval has been provided by the Contracting Officer or COR.

8.3 PERSONNEL QUALIFICATIONS

(a) Resident Mechanics have technical qualifications of at least five (5) years (post apprenticeship) of successful experience, trained supervisory experience, and are appropriately certified.

(b) Offeror shall provide with their proposal documentation proving mechanics qualifications, experience and training records.

(c) Contractor shall provide with their proposal documentation like Paragraph 7.4(c) for all back-up Resident Mechanic's. At any time during contract performance the Contractor is required to submit qualification documentation for back-up mechanics and obtain approval, in writing, by the Contracting Officer or COR prior to commencement of any work.

(d) All Contractor mechanics must be certified by the State of Washington.

(e) All mechanics shall provide a certificate of completion indicating they have successfully passed an examination of a nationally recognized training program for VTE (National Elevator Industry Education Program (NEIEP) or equivalent), or a certificate of completion of a registered apprenticeship program.

8.4 WORK SCHEDULE AND PROCEDURES

(a) The Contractor is not required to provide maintenance service on the following National holidays, except for emergency services in accordance with Item Number 6.2.

(b) National holidays observed by the Federal Government:

If a holiday falls on Sunday, the following Monday will be observed as the National Holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a National Holiday by U.S. Government agencies. Also included would be any day specifically declared by the President of the United States as a National Holiday.

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

(c) Upon arrival at the station, the Contractor shall check in with the COR to ascertain if there are any know elevator problems at the start of the workday. If necessary, the Contractor will round to ensure all VTE are operational.

(d) The Contractor shall submit a written report to the VA COR within 24 hours of any major malfunction, accident or injury involving an elevator. The report shall state the cause, what/when tests and repairs were made to correct.

(e) NO SMOKING is allowed in the facility.

TABLE 1 - Elevators

Elevator #	Type	S/N	Location	Stops	Manufacturer
P1	Passenger	3198-1	Building 1	9	ThyssenKrupp
P2	Passenger	3198-2	Building 1	9	ThyssenKrupp
S3	Freight	3199	Building 1	9	Otis
1	Passenger	CP-PHD-903-62	Building 27	3	Montgomery
1	Passenger	811141	Building 40	3	Otis
Pharmacy	Passenger	EBL768	Building 1 Pharmacy	3	ThyssenKrupp

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023) (DEVIATION OCT 2025)

(a) *Definitions*. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.,* use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*—

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable;

(D) Contractor point of contact; and

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(5) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by FAR part 33 if–

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon—

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered under this contract are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) *Unauthorized obligations*.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period

required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(u) *Incorporation by reference*. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

https://www.acquisition.gov/browse/index/far
https://www.va.gov/oal/library/vaar/

(End of Clause)

FAR Number	Title	Date
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUN 2020
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)	NOV 2025
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED	JAN 2025
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.222-3	CONVICT LABOR (DEVIATION)	NOV 2025
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (DEVIATION)	NOV 2025
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION)	NOV 2025
52.222-37	EMPLOYMENT REPORTS ON VETERANS (DEVIATION)	NOV 2025

52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION)	NOV 2025
52.222-41	SERVICE CONTRACT LABOR STANDARDS (DEVIATION)	NOV 2025
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY 2014
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION)	NOV 2025
52.222-55	MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (DEVIATION)	NOV 2025
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (DEVIATION)	NOV 2025
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2024
52.223-23	SUSTAINABLE PRODUCTS (DEVIATION)	NOV 2025
52.225-5	TRADE AGREEMENTS	NOV 2023
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (DEVIATION)	SEP 2025
52.229-12	TAX ON CERTAIN FOREIGN PROCUREMENTS	FEB 2021
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION)	APR 2026
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.204-70	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (DEVIATION)	MAR 2026
852.222-71	COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION) (APR 2025)	APR 2025
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018
852.242-71	ADMINISTRATIVE CONTRACTING OFFICER	OCT 2020

C.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

(End of Clause)

C.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of Clause)

C.5 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION APR 2026)

(a)*Definitions*. As used in this clause—

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of Clause)

C.6 SUPPLEMENTAL INSURANCE REQUIREMENTS

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least $100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: $500,000.00 per occurrences.

(c) Automobile liability: $200,000.00 per person; $500,000.00 per occurrence and $20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

C.7 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025) (DEVIATION)

(a) *Definitions*. As used in this clause—

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at *https://www.sam.gov* (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Covered article, as defined in 41 U.S.C. 4713(k), means:

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

Interconnection arrangement means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Kaspersky Lab-covered article means any hardware, software, or service that—

(1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., “Kaspersky”;

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required

for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract*. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures*. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers*. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the

contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract*.

(1) *Certain telecommunications and video surveillance equipment, systems, or services*.

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) *Office of Foreign Assets Control Restrictions*.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at *https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists*.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at *https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information*.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at *https://www.trade.gov/consolidated-screening-list*, which

consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition*. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions*.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders*.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at *https://www.sam.gov* to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f)*Reasonable inquiry*. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) *Removal of prohibited products and services*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) *General report*.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

(i) If a Department of Defense contracting office, the Contractor shall report to the website at *https://dibnet.dod.mil*.

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report*.

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

(i) Contract number and order number, if applicable;

(ii) Name of the covered article or source subject to a FASCSA order;

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of Provision)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: Wage Determination 2015-5537 Spokane

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023) (DEVIATION OCT 2025)

(a) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments;

(7) Past performance wherein it is shown that the quoter has performed work of similar size and scope meeting similar performance standards as outlined in the performance work statement above. This information will be evaluated in accordance with the Past Performance evaluation factor. Past performance, if submitted, shall:

(i) Be within the past 3 years;

(ii) Include government or non-government work, contract numbers (if applicable), POC's, and a description of work done

(8) SPECIAL STANDARDS OF RESPONSIBILITY:

(i) Proof of certification and qualifications listed in PWS Section 8.3 (a), (b), (d), and (e).

(ii) POC info as required by PWS Section 5.0 Emergency Repair Service Calls.

(b) Period for acceptance of offers. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) Debriefings. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of Provision)

E.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting

the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

https://www.acquisition.gov/browse/index/far
https://www.va.gov/oal/library/vaar/

(End of Provision)

FAR Number	Title	Date
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2024
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION	JAN 2017
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION)	NOV 2025
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	OCT 2018
852.233-71	ALTERNATE PROTEST PROCEDURE	OCT 2018

E.3 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021) (DEVIATION OCT 2025)

(a) *Evaluation factors*. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

Price
Past Performance

In order to be accepted, offeror must meet all requirements. Partial offers will not be accepted.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) *Notice of award*. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

E.4 52.225-6 TRADE AGREEMENTS CERTIFICATE (FEB 2021)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.

Other End Products

Line item No.	Country of origin

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

(End of Provision)

E.5 52.233-2 SERVICE OF PROTEST (SEP 2006)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Darien Justice

darien.justice@va.gov
Hand-Carried Address:

NCO 20 Network Contracting Office

ATTN: V4CONT
1601 E. Fourth Plain Blvd
Bldg.17, Suite B428
Vancouver WA 98661
Mailing Address:

NCO 20 Network Contracting Office

ATTN: V4CONT
1601 E. Fourth Plain Blvd
Bldg.17, Suite B428
Vancouver WA 98661

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

E.6 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (NOV 2025) (DEVIATION)

(a) *Definitions.* As used in this provision—

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) *Procedures*.

(1) *Covered telecommunications and video surveillance*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at *https://www.sam.gov* for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(2) *FASCSA Orders*.

(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.

(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).

(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—

(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) *FASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as

disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) *Iran Representation and Certifications*.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at *https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx*)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(iii) The offeror shall email questions concerning sensitive technology to the Department of State at *CISADA106@state.gov*.

(g) *Disclosure*.

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

(i) Contract number and order number, if applicable;

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);

(vii) Whether alternative products or services are available that would be compliant with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at *https://dibnet.dod.mil*.

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) *Executive agency review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of Provision)